



CONFERENCE SPACE CONTRACT  
March 23, 2006

**International Field Directors and Technologies Conference**

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**OPENING STATEMENT**

The following outlines our understanding of the terms and conditions for the contract between International Field Directors and Technologies Conference and Ocean Avenue LLC, operating as Fairmont Miramar Hotel, Santa Monica (the "Contract"). For ease of communicating throughout the Contract, Ocean Avenue LLC, operating as Fairmont Miramar Hotel, Santa Monica will be referred to as "us/we/our" and the International Field Directors and Technologies Conference will be referred to as "you/your".

**CONTACT INFORMATION AND GUEST ROOM BLOCK**

**CONTACT:** Ms. Joyce Sweeney, Site Chair  
C/O-US Department of Labor  
**ADDRESS:** JFK Federal Building, Room E-310  
Boston, MA 02203  
[sweeney\\_j@bls.gov](mailto:sweeney_j@bls.gov)

**TELEPHONE:** 617-565-2358  
**FAX NUMBER:** 617-565-4923

**MEETING TITLE:** International Field Directors and Technologies Conference May 2007

**MEETING DATES BEING HELD BY THE FAIRMONT HOTEL, SANTA MONICA:**

May 18 – 23, 2007

**GUEST ROOM BLOCK**

Upon acceptance of this Contract, we will remove from our inventory and consider sold to you, for your use, the room nights within the following arrival and departure pattern:

	Fri. 5/18	Sat. 5/19	Sun. 5/20	Mon. 5/21	Tue. 5/22	Wed. 5/23	Total
Run of House	25	125	210	210	210	60	840

\*\*\*The above room block contains no commitment pertaining to the mix of Kings and Double/Double bedded rooms.

\*\*\*The above room block contains no commitment pertaining to number of non-ocean view rooms vs. ocean view rooms allocated.

**SUITE REQUESTS AND PRE/POST DATES**

Should you require any suites and/or extensions to your meetings, kindly advise us of your requirements as soon as possible so that we may endeavor to fulfill you specific needs.

The hotel will be happy to extend the program rates, three (3) days prior and three (3) days after the program dates, based on availability.



### **GUEST ROOM RATES**

The Fairmont Miramar Hotel is pleased to offer the following rates for your meeting:

Room	Single/Double Rate
Run of House	\$195.00

The above rates are subject to a current 14.05% Tax and Assessment per room, per night, and are subject to change.

### **ADDITIONAL ROOM OCCUPANTS**

If more than two people share a room, each extra person sharing a room will be charged an additional \$25.00 per night. There will be no charge for children up to and including the age of 18 years who share with their parents. Maximum occupancy per room is four (4) people.

### **CHECK IN/CHECK OUT**

Check-in time is 3:00 PM. Every effort is made to accommodate guests arriving before the check-in time; however, rooms may not be immediately available. Checkout is 12:00 Noon. Requests to retain rooms beyond that hour should be directed to the Front Desk once the delegate is registered. Should it be possible to extend a late checkout, a late departure charge may be applicable.

### **COMPLIMENTARY ACCOMMODATION**

We are pleased to provide one complimentary room night for every 50 paid room nights on a cumulative basis. A room night consists of a bedroom, or a parlor of a suite occupied for one night. For calculation purposes, a one-bedroom suite consisting of a bedroom and parlor constitutes two room nights, unless priced at a single room rate.

The complimentary allotment will be credited to your Master Account based on actual pick-up for the meeting's single accommodation contracted rate **\$195.00** (plus applicable taxes) following the groups departure. Discounted rates, staff rates and complimentary allocations are not included in the base calculation.

### **ADDITIONAL CONCESSIONS**

#### **We are pleased to offer the following concessions:**

- Six (6) Suite Upgrades at Group Rate for Group VIPs
- One (1) Complimentary Hospitality Suite for duration of Conference
- Client option to use outside AV Vendor at No Additional Charge
- No Resort Fees

### **RESERVATION PROCEDURES**

Upon acceptance of this Contract, your entire guestroom block will be removed from our inventory and considered sold to your group.

#### **Individual Call In:**

It is our understanding that your attendees will make their reservation on an individual basis. Reservations must be made by calling 1-800-441-1414. Individual call in reservations must be guaranteed with a credit card or cashier's check. Please remind your attendees to identify your group or meeting by the name **International Field Directors and Technologies Conference**, so that we may extend to them your exclusive group rate.



Reservations can also be made by visiting our website at [www.fairmont.com](http://www.fairmont.com). Internet users must enter your Group's promotion code to submit requests. In order to obtain an Internet access, please contact your Conference Service Manager and allow 7 days for confirmation of the unique promotional code for your group.

### **RESERVATIONS DUE DATE**

We have established a reservations due date of **Friday, April 27, 2007** for guestroom accommodations. To assist monitoring your pickup, our Conference Services representative will review the room block pick-up with you based on the Attrition Policy. In the event there has been a trend towards a decline in actual number of guestrooms booked, compared to the room block outlined in this Contract, we will consult with you to possibly revise your room block.

After the reservations due date, all room nights which have not been reserved will be deemed to be room nights which your group will not use. They will be returned to the general hotel inventory and be subject to the attrition provisions. Based on our remaining guestroom inventory, we will determine whether or not we can offer your group rate to late request. In order to guarantee any unreserved rooms in your guestroom block after the reservations due date, your group will be responsible for full payment. We will not hold any rooms after the official reservations due date unless guaranteed and requested in writing by the Group Organizer and confirmed by us.

### **EARLY DEPARTURE FEES**

Fairmont Hotels & Resorts currently charges an Early Departure Fee of \$50.00 for guests who depart prior to their confirmed departure date. Guests will be able to change their departure date without penalty up to and including the time of registration.

### **PLEDGE RELOCATE POLICY**

In the unlikely event we are unable to honor all guaranteed reservations for your group (for reasons that are not events of force majeure), then we shall, at our own expense, secure comparable accommodations and provide, at our own expense, transportation to and from such accommodation and one complimentary telephone call. This shall apply to each day (two nights maximum) during which rooms are not provided and guests must be housed elsewhere. Our General Manager will send a personal letter of apology to each relocated guest upon his or her return to the host Fairmont hotel.

### **HOTEL CONSTRUCTION AND/OR REMODELING**

The Hotel shall promptly notify the Group of any construction or remodeling to be performed in the Hotel within 180 days of the agreed upon meeting dates. The Hotel shall use best efforts to ensure that any construction or remodeling will not interfere with the Group's use of the Hotel. In the event of any interference the Hotel shall assist in locating alternate Hotel & Convention accommodations at comparable or better facilities at a comparable or better at a comparable price, wherever possible.

### **MEETING AND FUNCTION ROOM REQUIREMENTS**

The attached Schedule indicates our understanding of your requirements and indicates space that has been allocated to your group. Should you foresee any changes or additions to your program please contact us immediately to assess availability and associated rental costs.

Date	Start Time	End Time	Function	Room	Setup	Agr
5/20/2007	6:00 PM	10:00 PM	Reception	Front Drive	Rounds	200
5/21/2007	7:00 AM	8:00 AM	Breakfast	Wedgewood Ballroom	Rounds	250
	8:00 AM	5:00 PM	General Session	Starlight Ballroom	Classroom	250
	10:00 AM	12:00 PM	AM Breakout 1	Veranda	Theatre	125
	10:00 AM	12:00 PM	AM Breakout 2	Malibu Bungalow	Theatre	125
	12:00 PM	1:00 PM	Lunch	Wedgewood Ballroom	Rounds	250
	1:00 PM	5:00 PM	PM Breakout 1	Wilshire I	Theatre	50



	1:00 PM	5:00 PM	PM Breakout 2	Wilshire II	Theatre	50
	1:00 PM	5:00 PM	PM Breakout 3	Wilshire III	Theatre	50
	1:00 PM	5:00 PM	PM Breakout 4	Wilshire IV	Theatre	50
	1:00 PM	5:00 PM	PM Breakout 5	Oceans I & II	Theatre	50
	1:00 PM	5:00 PM	PM Breakout 6	Catalina Bungalow	Theatre	50
	6:00 PM	9:00 PM	Dinner (TBD)**	Wedgewood Ballroom	Rounds	250
5/22/2007	7:00 AM	8:00 AM	Breakfast	Wedgewood Ballroom	Rounds	250
	8:00 AM	5:00 PM	General Session	Starlight Ballroom	Classroom	250
	8:00 AM	5:00 PM	Breakout 1	Wilshire I	Theatre	50
	8:00 AM	5:00 PM	Breakout 2	Wilshire II	Theatre	50
	8:00 AM	5:00 PM	Breakout 3	Wilshire III	Theatre	50
	8:00 AM	5:00 PM	Breakout 4	Wilshire IV	Theatre	50
	8:00 AM	5:00 PM	Breakout 5	Oceans I & II	Theatre	50
	8:00 AM	5:00 PM	Breakout 6	Catalina Bungalow	Theatre	50
	12:00 PM	1:00 PM	Lunch	Wedgewood Ballroom	Rounds	250
5/23/2007	7:00 AM	8:00 AM	Breakfast	Wedgewood Ballroom	Rounds	250
	8:00 AM	5:00 PM	General Session	Starlight Ballroom	Classroom	250
	8:00 AM	5:00 PM	Breakout 1	Wilshire I	Theatre	50
	8:00 AM	5:00 PM	Breakout 2	Wilshire II	Theatre	50
	8:00 AM	5:00 PM	Breakout 3	Wilshire III	Theatre	50
	8:00 AM	5:00 PM	Breakout 4	Wilshire IV	Theatre	50
	8:00 AM	5:00 PM	Breakout 5	Oceans I & II	Theatre	50
	8:00 AM	5:00 PM	Breakout 6	Catalina Bungalow	Theatre	50

\*\*The Hotel must be advised 60 days prior to the arrival of International Field Directors and Technologies Conference about the decision for the dinner on the night of May 21<sup>st</sup>, 2007. If there is a cancellation, the Wedgewood ballroom will be released Friday, March 23, 2007.

### **MEETING ROOM RENTAL**

Based on your current guestroom commitment, your banquet and/or meeting room requirements as outlined, we are pleased to offer your space on a **complimentary** basis.

### **PROMOTIONAL MATERIALS**

The hotel does not permit anything to be nailed, posted or otherwise attached to its walls. Only pre-authorized signage, promotional material, etc., will be allowed in any lobby areas. Communication of the above requirements to the conference delegates and exhibitors is the responsibility of the Meeting Organizer.

### **STORAGE & MATERIALS HANDLING**

The Hotel is not responsible for storage or materials handling. Please ensure that prior arrangements for storage or materials handling have been made before any shipment of materials to the Hotel.

There is a \$5.00 per box, incoming and outgoing handling charge for all boxes processed by our Shipping/Receiving Department. All freight delivered to and sent out by the hotel will be assessed at a \$75.00 handling charge per pallet or crate. Receiving hours are 7:30 AM – 4:30 PM, Monday through Friday.

Arrangements must be made with the Conference Services Manager. Materials being delivered to the hotel must not be delivered prior to the set-up date. The following information must be indicated on all packages to ensure proper delivery:



The Fairmont Miramar Hotel, Santa Monica  
Contact Name: (Convention Services Manager)  
101 Wilshire Boulevard  
Santa Monica, CA 90401  
Attention: (your group)  
Date of Function:

On the set-up date, materials must be delivered directly to the meeting floor or assigned storage area and not left in the loading areas. Such displays (i.e. tabletop displays) or products must be removed from the function room daily, unless the room is reserved on a 24-hour basis. In such cases, the Hotel will arrange to have the function room locked. The Hotel will not be responsible for the exhibit, displays and products locked in the function room. You must provide your own security for the protection, if needed.

### **OFFICIAL CONTRACTORS**

The Hotel has appointed the following companies as official contractors. Such contractors are not affiliated or related to Fairmont Hotels & Resorts or the Hotel, and neither Fairmont Hotels & Resorts nor the Hotel shall be liable for the negligence or misconduct of such contractors. If a Group requires any of their services, the Group should contact their offices directly.

Business Center/Gift Shop: Presentation Services, 310-576-7777 Extension 3775  
DMC Services: The Meeting Manager, 310-587-9111  
A/V Company: American Audio Visual Center, 310-576-7777 Extension 3345

### **AUDIO/VISUAL AIDS**

Microphones, sound equipment, videotape units, and a full range of other audiovisual equipment are available on order.

American Audio Visual Center, as the official supplier to the hotel, maintains a fully staffed office in the hotel. They provide a complete audio/visual planning service, skilled technicians, state-of-the-art equipment, and service, which are responsive to your every need. Arrangements can be made through the Conference Services Department, or directly at 310-576-7777 Extension 3345.

### **CONFERENCE SERVICES**

Upon confirmation of a meeting, a Conference Services Manager will be assigned to arrange all details pertaining to the Group's program.

### **INDEMNIFICATION**

You shall indemnify and hold us our parents, subsidiaries, officers, directors, employees, agents and representatives forever harmless from, and against, any and all personal injury, property damage, loss, liability or claim of liability, expenses, fines and penalties including reasonable legal fees caused by any wrongful or negligent act or omission by you, your agents, delegates or representatives.

We shall indemnify and hold you, your parents, affiliates, officers, directors, employees, agents and representatives forever harmless from and against any and all personal injury, property damage, loss, liability or claim of liability, expenses, fines and penalties including reasonable legal fees caused by any wrongful or negligent act or omission by us, our agents or representatives.

This indemnification provision shall survive the termination or expiration of the Contract.



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### FOOD AND BEVERAGE:

a) Please note that the enclosed Banquet Menu pricing is subject to change. Final food and beverage prices will be confirmed (up to one year) in advance of your scheduled functions. Service charges of 20% are based on pretax totals.

The California State sales Tax, currently 8.25%, will be applied to both food and alcoholic beverages, as well as to the service charges.

b) Menu arrangements should be supplied and finalized (at least 30 days) prior to each function. Should this deadline not be observed, we cannot guarantee menu and other necessary arrangements.

c) It is your responsibility to provide the Conference Services representative with the total guaranteed meal covers 72 hours in advance. It must be understood that we will not assume any responsibility for selling and/or collecting meal tickets.

d) Cancellation

Should it become necessary for you to cancel any and/or all of the functions as listed, we will be entitled to liquidate damages based on the estimated Food & Beverage Revenue. Estimated Food and & Beverage Revenue is calculated by referencing the agreed attendance for the event(s) listed. This numeric value is then multiplied by the lowest retail price in that meal period. The following scale will determine the percentage of cancellation to be applied:

If termination occurs...

Then International Field Directors and Technologies  
Conference shall pay:

From 6 months to 1 month prior to arrival...

25% of estimated Food & Beverage revenue

From 30 days prior to day of arrival...

75% of estimated Food & Beverage revenue

The fee is levied as liquidated damages less any revenue recouped by us through the resale of your cancelled space.

### ESTIMATED MEAL PERIOD COST

Continental Breakfast	\$20.00 - \$27.00	
Plated Breakfast	\$26.00 - \$29.00	
Breakfast Buffet	\$34.00 - \$38.00	
Coffee Breaks	\$8.00 - \$20.00	
Plated Lunch-3 Course	\$38.00 - \$56.00	
Lunch Buffet	\$36.00 - \$48.00	
Dinner-3 Course	\$52.00 - \$83.00	+ \$15.00 and up for Beverage
Dinner Buffet	\$74.00 & Up	+ \$15.00 and up for Beverage
Reception	\$33.00 & Up	+ \$15.00 and up for Beverage

e) All cancellations must be in writing.

### BILLING ARRANGEMENTS

We understand billing will be as follows:

- (X) Food and Beverage for Catered Events to Master
- (X) Guest Room Charges on Own



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A Master Account will be opened for the purpose of posting the group meetings, banquet, audio-visual, staff and attendee room and tax charges. In conjunction with the hotel's controller department, the group will appoint an authorized individual who will be responsible to review and sign off on all master account charges prior to departure from hotel. International Field Directors and Technologies Conference agrees to pay completely all master account charges upon receipt of the bill unless alternative arrangements are made in writing with The Fairmont Miramar Hotel. Interest at 1 ½% per month (18% annum) will be applied to all accounts over 28 days past due.

Upon credit approval, the master account will be direct billed to your attention. The hotel must receive a description in writing of any disputed amounts within fifteen days of receipt of invoice.

In the event credit is not approved, prepayment of all estimated charges is required. In the event such prepayment is not received by the Hotel, the Hotel shall have the option of releasing your space by providing you with written notice and you will remain liable for any cancellation and other similar charges. If Direct Billing privileges are not approved for the International Field Directors and Technologies Conference, a deposit for the entire program will be requested 30 days prior to the arrival of the Group.

### MASTER ACCOUNT AUTHORIZATION

Upon receipt of a signed Contract, we would be pleased to discuss the possibility of establishing billing privileges for your group. Please allow at least 60 days for verification of your Account Application. The form is enclosed for your processing. Once completed, please return with the signed Contract. If Direct Billing privileges for International Field Directors and Technologies Conference are not approved, a full deposit for the entire program will be requested 30 days prior to the arrival of the Group.

### INTEREST STATEMENT

Payment shall be made upon receipt of the statement. It is agreed that should payment not be made within 30 days of the date of the final statement, interest charges in the amount of 1 ½% per month will be applied to your account. Interest charges are subject to change. If you dispute the validity of any specific charges on the statement, you must inform us of such dispute within 14 days of the date of the statement.

Should outstanding statements or invoices not be paid pursuant to the terms of this Contract, and a credit card is used thereafter to settle the account, we then have the right to charge the equivalent of the credit card commission on the statement or invoice.

### CANCELLATION AND ATTRITION POLICY

When you sign a Contract for a block of rooms, your room nights are removed from our inventory and we consider the rooms sold. We then make financial commitments based on the revenues we expect to achieve from your full performance of the contract. Therefore, it must be understood and agreed by you that canceling your entire group ("Cancellation") or slippage of your room block ("Attrition") may expose us to substantial losses. Accordingly, you are subject to the Cancellation and Attrition Policies outlined below:

#### Cancellation Policy

This agreement shall both bind the Fairmont Miramar Hotel and International Field Directors and Technologies Conference and there shall be no right of termination including termination for the sole purpose of holding the meeting at some other facility or city and/or for the sole purpose of booking another organization.



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The Fairmont Miramar Hotel and International Field Directors and Technologies Conference both acknowledge that in the event of a breach by International Field Directors and Technologies Conference of this agreement, it would be extremely difficult to fix actual damages, and therefore it is agreed that should International Field Directors and Technologies Conference advise the Fairmont Miramar Hotel that they wish to cancel these arrangements after signature of the contract, International Field Directors and

Field Technologies agrees to pay the Fairmont Miramar Hotel, as liquidation damages and not as penalty, the following amounts based on the time of termination:

If termination occurs....	Then International Field Directors and Technologies Conference shall pay:
From date of signature to 6 months prior to arrival...	25% of estimated Guestroom revenue
From 6 months to 1 month prior to arrival...	50% of estimated Guestroom revenue 25% of estimated Food & Beverage revenue
From 30 days prior to day of arrival...	100% of estimated Guestroom revenue 75% of estimated Food & Beverage revenue

It is understood that the Fairmont Miramar Hotel shall have the right to make all such terminated sleeping room accommodation and function space available to the general public, and to retain all monies received from such sales. Any monies collected will be credited to International Field Directors and Technologies Conference.

The performance of this agreement by either party is subject to war, terrorism, government regulation, disaster, civil disorder, curtailment of transportation facilities, or other emergency making it illegal to provide or to hold the meeting. It is provided that this agreement may be terminated for any of the above reasons by written notice from one party to the other.

## ATTRITION

Notes:

1. Any changes in the room block, whether for additions, deletions or total group cancellation, require documentation in writing. Cut-off dates will be based on the official dates of the program with the main arrival dates for the entire group signifying the official beginning of the program.
2. Attrition charges will be based on the group's room block in effect at the time of the attrition. All attrition due is charged as liquidated damages, not as penalty.
3. It is understood that no attrition charges will be paid until after the program operation dates and subsequent verification of rooms resold. To verify rooms resold, the hotel will provide copies of daily occupancy reports documenting occupancy and the number of total rooms sold as well as a breakdown of the number of rooms utilized by the Group. Please note that the Group utilization does not apply in cases of full group cancellation.
4. No reduction or cancellation is permitted if for the purpose of holding the same meeting in another location or facility outside the Fairmont Hotels & Resort family. In such event, the aforementioned cancellation or reduction schedule will apply.





**Attrition Policy:**

Fifteen (15%) percent of your room block may be released without penalty at the cut off date. Above fifteen (15%) percent, your organization will be charged the full group revenue, per room released. Any rooms over the fifteen (15%) percent, we are able to resell, you will not be charged.

**MITIGATION OF DAMAGES**

We will attempt to resell the canceled guestrooms and function space due to attrition. Should we be successful in selling all the rooms and space at an equivalent rate, there will be no charge. Should we be unable to resell the rooms and function space at an equivalent rate, the schedule as outlined will apply to all unsold guestrooms and function space. These policies are not designed to generate revenue for us. They are applied only as a means of protection against unrecoverable losses from attrition.

**FORCE MAJEURE**

If the contract becomes impossible to perform by either due to acts of God, war, government regulations, disaster, strikes, civil disorder, curtailment of transportation facilities (which prohibits 25% or more of the meeting delegates from attending your conference), or other emergencies making it illegal or impossible to provide the facilities or to hold the meeting, this Contract may be terminated for any one or more of such reasons by written notice from one party to the other provided that the reason for said termination is in effect in or the immediate surrounding area and is in effect within 30 days prior to the arrival of the first members of the group.

In addition to the foregoing, should there be any acts of terrorism in North America prior to arrival of the first members of the group which affect transportation facilities and which prohibit 25% or more of your representatives from attending the Hotel, this Contract may be terminated by written notice from one party to the other.

**AMERICAN DISABILITIES ACT (ADA)**

Hotel facilities, including but not limited to, meeting space, restrooms, other common areas, sufficient guestrooms and any transportation services shall be reasonably accessible and usable by persons with disabilities. The group shall attempt to identify in advance any special needs of registrants, faculty and guests with a disability requiring accommodation by the Hotel. The entity planner will notify the Hotel of such needs as soon as they are identified to the group. The Hotel shall notify the group entity planner of every request for accommodation which it may receive otherwise than through the group to facilitate identification by the (group) of its own accommodation obligations. The group will provide the Hotel with specific number of sleeping rooms requiring accessibility for persons with disabilities and shall notify the Hotel if any member of group has a special need at least one month prior to the meeting date. The Hotel will provide any aids or services that it has available or will attend to provide such aids as required. The group will be responsible for making all auxiliary aids and services available to participants who indicate they have a special need for those aids in connection with their participation in the group's function.

**MISCELLANEOUS PROVISIONS**

This contract is made and will be performed in Santa Monica, California, and shall be governed by and construed in accordance with California law, excluding its conflict of law rules. By executing this Contract, you consent to the exercise of personal jurisdiction over by, and venue in, the courts of the State of California. Any legal action in connection with this Contract shall be brought and maintained only in the courts of the State of California, and only in Los Angeles County. In the event of litigation arising from or associated with this Contract, we agree that the prevailing party shall recover its attorney's fees and any cost incurred.

This Contract is the entire agreement between us, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between us, and may only be supplemented or changed in writing, signed by our representatives. None of our representatives have been or are authorized to make any representation that varies from the express terms of this Contract, though this Contract may be amended or supplemented in writing.



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You may not assign this Contract or any of your rights under this Contract without prior written consent. You further agree that any change in your corporate or business ownership structure, whether by merger, amalgamation, take-over or otherwise, shall not serve to cancel, modify or in any way reduce your obligations under this Contract and this Contract shall remain in full force and effect with respect to you and any successor entity.

**OPTION DATE**

These arrangements are being held for you on a first option basis until **Friday, March 24, 2006**. Should there be another buyer for these specified dates before you have made a definite commitment, we will give you notice to exercise your option and book on a definite basis. If you do not commit on a definite basis within 48 hours after this notice or the Option Deadline, whichever comes first, you will lose your option and all rooms and space being held will be released.

On behalf of The Fairmont Miramar Hotel, Santa Monica

On behalf of International Field Directors and Technologies Conference

Signature

Name: Shahab Abbas  
Title: Group Sales Manager  
Date:

Signature

Name: Ms. Joyce Sweeney, Site Chair  
Title:  
Date:

Signature

Name: Janice Snowden  
Title: Director of Sales & Marketing  
Date:

Note: Written acceptance constitutes a binding contract between us. This document must therefore be signed by a representative authorized to commit such arrangements on the behalf of the International Field Directors and Technologies Conference.

